

Ottumwa CSD

AFSCME Council 61 (Food Service)

7/1/2005 6/30/2008

OTTUMWA CSD / AFSCME #1141 (FOOD SERV.) 05-08

COLLECTIVE BARGAINING AGREEMENT

Between

BOARD OF EDUCATION

and

LOCAL #1141

AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO

(FOOD SERVICE)

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AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO

THIS AGREEMENT made and entered into this 14th day of February,
20 05, by and between the Board of Education, Ottumwa Community School District,
hereinafter referred to as the "Employer" and Local Union #1141, American Federation of
State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union",

WITNESSETH:

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ARTICLE I

RECOGNITION AND IMPASSE PROCEDURES

A. UNIT

The Employer hereby recognizes Local #1141, an affiliate of the American Federation of State, County and Municipal Employees, AFL-CIO, as the certified exclusive and sole bargaining representative for all personnel as set forth in PERB certification instrument (Case No. 828) issued by the PERB on the 18th day of April, 1977, whether under contract, either verbal or written, on leave, or on a per diem, hourly, or class rate basis, employed or to be employed by the Board of Education of the Ottumwa Community School District. Such representations shall cover all personnel assigned to newly created positions except when the Board determines that such positions are principally supervisory or administrative.

The unit described in the above certification is as follows:

INCLUDED: All Food Service Employees of the Ottumwa Community School District, including Food Service cashiers, drivers, regular full-time and regular part-time Food Service employees.

EXCLUDED: Food Service managers, all other district employees and all other employees excluded by Section 4 of the Act.

B. DEFINITIONS

1. The words "employee" and "employees" shall refer only to the employees within the bargaining unit.

2. A. The term "regular full-time employee" shall mean all employees in the bargaining unit as defined and certified by the Public Employment Relations Board who work 32 to 40 hours a week for the Employer and at least 9 months per year.

B. The term "regular part-time employee" shall mean all employees in the bargaining unit who regularly work less than 32 hours a week at least 9 months per year.

3. The term "PERA" shall refer to the Public Employment Relations Act set forth in Chapter 20 of the Code of Iowa.

4. The term "PERB" shall refer to the Public Employment Relations Board as defined in and provided for in said Chapter 20 of the Code of Iowa.

5. The words "his/her", as used in this Agreement, shall be interpreted to include both masculine and feminine gender.

6. The term "Employer", as used in this Agreement, shall mean the Board of Directors of the Ottumwa Community School District or its duly authorized representatives.

7. The term "Union", as used in this Agreement, shall mean the American Federation of State, County and Municipal Employees, AFL-CIO, Local #1141.

C. IMPASSE PROCEDURES

Impasse procedure shall be that as set forth and provided for in Chapter 20 of the Code of Iowa, which Chapter is entitled "Public Employment Relations (Collective Bargaining)", and any amendments thereto, as the same may be in effect at the time that impasse is had and impasse procedure under this contract shall be governed by the procedures provided for in said Chapter.

ARTICLE II

RESPONSIBILITIES

A. PROBATION

All new employees shall be regarded as probationary employees during the first ninety (90) calendar days of their employment by the Employer. A probationary employee shall have no seniority rights and shall be entitled to fringe benefits including insurance. However, the insurance benefit shall be applicable to only the full-time employee. A probationary employee may be terminated for any reason without recourse to the procedures in this Agreement.

If retained in employment after ninety (90) days, seniority shall date back to the original date of employment.

B. COMPLIANCE WITH POLICIES, RULES AND REGULATIONS

Employees shall comply with, follow and be bound by all rules, regulations and policies governing their employment which have been or are at any time hereafter adopted by Employer. Employer's rules, regulations and policies are adopted and made a part of this Agreement by reference hereto as fully as if set forth verbatim in this Agreement, including specifically, but not limited to Employer's policy on health and safety and on job classification approved and agreed to by the parties in connection with collective bargaining and negotiations for 1986--1989. Nothing herein shall be construed as requiring Employer to negotiate with respect to its policies, rules or regulations, except as they may be mandatory subjects of bargaining pursuant to Chapter 20 of the 1981 Code of Iowa or any successor thereof.

ARTICLE III

SAFETY PROVISIONS

PROTECTION OF EMPLOYEES, STUDENTS, PROPERTY

1. Safe Place of Employment:

The Employer shall provide and maintain a safe place of employment. All Employees shall be alert to unsafe practices, equipment and conditions and report any unsafe practices, equipment and conditions to their immediate supervisors.

2. Health and Safety Committee:

The Employer and the Union may establish a Health and Safety Committee composed of three (3) members of management and three (3) members appointed by the Union. Such committee shall meet on a quarterly basis for the purposes of reviewing and submitting recommendations concerning health and safety practices.

3. Employer shall provide to all Employees in the unit, at Employer's expense, heat and water resistant rubber gloves of proper size and length for use by Employees in their work, which equipment shall remain the property of Employer.

ARTICLE IV

HOURS OF WORK

- A. Under normal conditions, the work week for regular full time employees shall be thirty-two (32) to forty (40) hours per week, consisting of no more than eight (8) hours per day five (5) days per week Monday to Friday inclusive. When meetings, activities, vacations, or other conditions necessitate a change therein, Employee shall, upon two (2) days notice, be required to work a different schedule of hours (except in emergencies). Hours to be worked shall be set at the discretion of the Employer.
- B. Each Employee shall have a reasonable paid lunch period not to exceed thirty (30) minutes and shall receive lunch without cost, except that the value of said lunches will be added to Employers compensation as may be required by applicable Federal and State Laws and Regulations.
- C. All Employees' work schedules shall provide for a fifteen (15) minute rest period during each four (4) hour period. All Employees working a total of four (4) hours in different buildings will be entitled to a fifteen (15) minute break providing the time lapse between jobs does not exceed forty-five (45) minutes. The rest period shall be scheduled at the middle of each four (4) hour period, whenever this is feasible. All Employees working six and one-half (6 1/2) hours or more in one work day shall be entitled to two (2) fifteen (15) minute rest periods during said work day.
- D. Regular full-time Employees shall be entitled to holiday pay, sick leave, temporary leave, insurance and other fringe benefits provided in this Agreement. Regular part-time Employees shall be entitled to holiday pay, sick leave, and temporary leave as herein provided. Part-time Employees who meet eligibility requirements are eligible to purchase insurance at the expense of the Employee.
- E. Overtime for Employees shall be paid at the rate of time and one half the Employee's regular hourly rate of pay for work performed when an Employee works in excess of eight (8) hours in any day. Any time worked on a Saturday or Sunday shall be paid at the rate of time and one-half. Paid holidays and paid sick leave shall not count as time worked for the purpose of computing overtime.
- F. Employer will distribute overtime on an equal basis by seniority within the building.
- G. In the event the Superintendent and/or designee fail to notify an Employee by telephone or radio communication of a school closing and the Employee, in good faith, reports to work prior to 6:30 a.m., and is later advised that no school will be held due to reasons beyond said Employee's control, said Employee shall be paid at said Employee's regular hourly rate for a minimum period of two (2) hours of work, regardless of work time actually performed.

H. In the event that a temporary need arises for additional hours of work in a particular kitchen, the Employer shall first offer present regular, part-time Employees working in the same kitchen the opportunity to work said additional hours, provided that the said Employee is qualified to do said work. The work shall be offered to all regular, part-time Employees in the same kitchen in the order of seniority.

I. A regular, part-time Employee whose schedule permits working an additional part-time position is eligible to bid for a vacancy for such a position.

J. Qualified regular full-time and regular part-time Employees shall first be offered the work on any food preparation project in any facilities controlled by Ottumwa Community Schools.

ARTICLE V

HOLIDAYS RECOGNIZED AND OBSERVED

- A. The following days shall be considered holidays with pay:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Good Friday	Christmas Day
President's Birthday-Washington	Friday after Thanksgiving

Two (2) days off for both Christmas and New Years' will apply every year, including years when said holidays fall on weekends, which days shall be selected by the Superintendent of Schools or designee.

- B. Employees shall receive holiday pay hereinafter defined at their base rate for such holidays, even though no work shall be required of them, regardless of the day of the week on which any such holiday falls.

- C. Should any of the above days fall on a Saturday or Sunday, the previous Friday or following Monday shall be considered and observed as the holiday, as the Superintendent or designee shall determine.

- D. To be eligible for holiday pay, the Employee must report for work on Employee's last regularly scheduled work day immediately preceding the holiday and Employee's first regularly scheduled work day immediately following the holiday.

If the Employee is absent either or both of these days due to personal illness or approved absence and furnishes satisfactory proof of such illness or as approved by the Employer, the Employee shall be eligible for holiday pay.

- E. Holiday pay shall be each eligible Employee's current hourly rate of pay times the number of hours in their regular work day.

- F. If school is held on any of the holidays listed in paragraph A above, all Employees shall work said days and shall be paid at their regularly scheduled rate of pay for said day plus an additional daily wage rate for said holiday in lieu of said scheduled vacation day.

ARTICLE VI

SICK LEAVE

A. DEFINITION

All Employees shall be allowed sick leave as hereinafter set forth when they are unable to perform the duties of their employment because of personal illness or injury. In the event the Employee is absent due to personal injury or illness for a period of more than three (3) days, the Superintendent of Schools or designee may require the Employee to furnish a statement from a licensed physician stating that Employee was unable to perform such duties for the period of their absence and that Employee is now physically able to return to work. The Superintendent or designee may also require a doctor's statement at any time if there is a specific reason to believe sick leave is being abused. A copy of the request, together with the stated reason for the same, shall be delivered to the Employee in question, with a copy of the same to be delivered to the bargaining representative of the Employee.

B. ACCUMULATIVE BENEFITS

1. Employees will receive sick leave pay according to the designated number of hours assigned at the beginning of a school year. Sick leave will be computed as follows:

$$\begin{array}{ccccccc} \text{Daily number of} & \times & \text{days allowed} & \times & \text{months of} & = & \text{hours} \\ \text{hours assigned} & & \text{per month} & & \text{school} & & \text{allowed} \\ & & & & & & \text{per year} \end{array}$$

$$\text{Example: } 8 \quad \times \quad 2 \quad \times \quad 9 \quad = \quad 144$$

Personal illness or disability leave shall be prorated, depending on the number of hours per day the Employee works. Employees shall have unlimited accumulation of sick leave.

2. Those full-time Employees who are placed on the regular payroll after July 1st shall receive two (2) days per month for the balance of the school period.
3. If an Employee uses up all sick leave by July 1st and does not return to work when scheduled to do so, the new sick leave is not credited until after Employee returns to work. Any time lost before Employee returns to work will not be paid a sick leave.
4. Sick leave can be used in hour-by-hour increments.

C. NOTIFICATION OF ACCUMULATION

Notification will be given annually by the end of October to each eligible Employee as to the amount of sick leave accumulated.

D. LEAVE OF ABSENCE

An Employee who is unable to work because of personal illness or disability or death of a member of their immediate family and who has exhausted all sick leave available, shall be granted a leave of absence without pay for the duration of such illness or disability up to six (6) months and this leave may be renewed upon a written request by the Employee and the approval of the Superintendent of Schools or designee.

E. FAMILY MEDICAL LEAVE

Employees of the District are entitled to family medical leave to the same extent and subject to the same terms and conditions as set forth in the Family Medical Leave Act of 1993 and the regulations issued implementing the Act. No provision of the Act is diminished by the inclusion of this provision in this contract nor are the pre-existing family or medical leave provisions of this contract diminished by the inclusion of this provision in this contract.

ARTICLE VII

TEMPORARY LEAVES OF ABSENCE

A. PERSONAL LEAVE WITH PAY

Each Employee shall be allowed two (2) days personal leave with pay. The number of hours of pay shall be the designated number of hours assigned for said Employee at the beginning of the school year. The rate of pay shall be the base rate for said Employee. Said Employee, with prior approval of the Employer and, except in an emergency, upon giving his or her supervisor twenty-four (24) hours notice, shall be entitled to take one (1) day personal leave. The Employer shall have the discretion to approve or disapprove the use of a personal day on a day immediately prior to or immediately following a school vacation period or holiday. Personal leave may be taken on a one-half (1/2) day basis. Each Employee shall receive credit for any unused personal leave in a nine (9) month work period as one (1) day sick leave, or portion thereof.

B. PERSONAL LEAVE WITHOUT PAY

Each Employee shall be allowed two (2) days of personal leave without pay. Said Employee, with the prior approval of the Employer and, except in an emergency, upon giving his or her supervisor twenty-four (24) hours notice, shall be entitled to take two (2) days personal leave without pay. The Employer shall have the discretion to approve or disapprove the use of a personal day on a day immediately prior to or immediately following a school vacation period or holiday. Personal leave may be taken on a one-half (1/2) day basis.

C. Those days associated with paragraphs A and B may be taken in any order.

D. JURY DUTY

Any Employee called for jury duty during school hours shall be provided such time at no cost to the Employee. Any fees the Employee receives, excluding mileage, during such leave shall be turned over to the Employer, or at the Employee's option, the Employee may retain the jury duty pay and receive no compensation from the Employer. Employee shall return to work if responsibilities are completed before 3:00 p.m.

E. COURT WITNESSES

An Employee subpoenaed as a witness in a court trial may do so without loss of pay providing the Employee is not a defendant or plaintiff in the proceeding. Employee shall return to work if responsibilities are completed before 3:00 p.m.

F. ADDITIONAL LEAVE

(a) The Employee shall be granted, without loss of pay, a leave of up to an accumulated total of five (5) days per year for illness, injury or disability requiring that a licensed physician be consulted or death of each of the following: husband, wife, parents, children, sisters or brothers.

(b) The Employee shall be granted, without loss of pay, a leave of up to an accumulated total of three (3) days per year for illness, injury, disability requiring the contact of a licensed physician, or death of each of the following: grandparents, grandchildren, daughters-in-law, sons-in-law, sisters-in-law, brothers-in-law, mother-in-law, father-in-law.

(c) The Employee shall be granted a leave of up to an accumulated total of three (3) days per year for illness, injury or disability requiring the contact of a licensed physician, or death of person of unusually close personal relationship or person for whom an employee is responsible, interpretation of such relationship to be made by the Superintendent or designee.

For the purpose of sub-paragraphs (a), (b) and (c) above, the word "contact" shall include telephone or personal consultation with a licensed physician.

(d) In the case of the death of any other relative or person of unusually close personal relationship, one-half (1/2) day of leave shall be granted at the discretion of the Superintendent or designee without loss of pay to attend the funeral.

(e) Prior notification to the Superintendent's office is required, when possible, in cases of serious illness in the family and funeral attendance in order that leave credit may be obtained. Employee should notify the office before returning to their duty.

(f) Any days taken by the Employee under Subsection F of this Article, except those days taken on account of the death of those persons enumerated in Subsection F, subparagraphs a, b, c, or d of this Article, shall be deducted from the Employee's sick leave. No such deduction shall be made on account of absence pursuant to Subsection F for the death of those persons enumerated as aforesaid.

G. STATE AND NATIONAL MEETINGS

Up to ten (10) days collectively shall be available for representatives of the Union to attend conferences, conventions or other activities of the state and national affiliated organizations with pay except that no more than two regular full-time Employees shall attend said activities at one time.

H. PAID LEAVE

Other temporary leaves of absence with pay may be granted at the discretion of the Superintendent or designee.

I. UNPAID LEAVE

Other temporary leaves of absence without pay may be granted at the discretion of the Superintendent or designee.

J. IOWA FOOD SERVICE ASSOCIATION CONVENTIONS

Employees, upon prior request and upon approval of the Superintendent or designee, shall be granted time off with pay to attend the seminars or conventions of the Iowa Food Service Association and, in addition, Employer shall pay the expense of registration and lodging, except for meals of said Employee, while attending said seminar or convention. In addition, the Employer shall pay to said Employees attending said seminar or convention mileage for the use of Employee's automobile in making said trip, or allow Employees attending said seminar or convention to use available school transportation.

K. EXTENDED LEAVES OF ABSENCE

Leaves of absence without pay for limited periods of one (1) or two (2) semesters may be granted at the discretion of the Employer for a reasonable purpose, upon application of the Employee and approval of the Superintendent or designee. Any position open as a result of the granting of a leave of absence shall be filled on a temporary basis only. The Employee returning from a temporary leave of absence so granted shall have the right to resume said Employee's prior position.

L. LEAVE FOR ELECTED OFFICIALS

An Employee elected to public office may be granted an unpaid leave for a period of time no greater than two years. Seniority shall continue to accrue during the leave.

ARTICLE VIII

SUPPLEMENTAL PAY

A. SALARY SCHEDULE, ADDENDUM A

1. Schedule: The salary for Employees covered by the Regular salary schedule is set forth in Addendum A.
2. Advancement: Each regular, full-time Employee and each regular, part-time Employee who has completed the probationary period as of the last regular work day prior to the effective date of this Agreement shall advance to the next line on the salary schedule as of the effective date of this Agreement and the new rate of pay shall commence as the next regular work day following the effective date of this Agreement. Advance on the salary schedule shall be accomplished only as of the effective date of the Agreement.
3. Movement: If an Employee is moved from a lower pay column to a higher pay column on the schedule, Employee will move horizontally on the same line to the higher pay column, unless the rate of pay for the higher pay column exceeds the rate of pay for the lower pay column on that line by more than \$.15 per hour. In that event, the Employee will descend to the line in the higher pay column in which the Employee will receive an increase in wages not exceeding a maximum of \$.15 per hour.

B. LONGEVITY

In addition to his/her regular hourly rate set forth and as referred to herein, as each Employee moves to successive years of employment following line nine, Employee shall receive longevity pay equal to that number of years times 2.5¢ per year, rounded upwards to a whole cent, i.e., 10 years = 25¢, 15 years = 38¢, etc. For 2006-2007, Employee shall receive longevity pay equal to that number of years times 3¢ per year; for 2007-2008, Employee shall receive longevity pay equal to that number of years times 3.5¢ per year.

C. PAY PERIODS

The end of the payroll periods will be the 15th of each month (to be paid on the 5th of the following month) and the last day of each month (to be paid on the 20th of the following month). Salaries for all Employees will be divided in 24 equal payments throughout the year.

D. SCHOOLING

The wages paid pursuant to Addendum A shall be increased by five cents (\$.05) per hour for those employees who have successfully completed food service summer short

courses. The duration of said courses shall be a minimum of three (3) days in length unless waived by the Director of Food & Nutrition Services. Schooling taken after July 1, 1982, will qualify for payment. Attendance of such short courses must be approved and authorized by the Director of Food & Nutrition Services.

E. TRAVEL EXPENSES

The Employer may require Employee to use their personal automobile in the performance of their duties and shall reimburse the Employee for all such travel at the Board-approved mileage rate. An Employee who works at more than one school building shall be reimbursed for the mileage from one building to the other only if the break between assignments is 30 minutes or less. The Employee and the Employer may mutually agree upon an average monthly mileage for this purpose.

F. CLOTHING

All Employees shall, during hours of work, wear a white top of a type to be chosen and provided by Employer. Employer shall provide three (3) such tops for kitchen Employees and two (2) such tops for food server Employees. Employer shall pay for such tops and they shall remain the property of Employer and shall be returned upon the request of Employer upon termination or resignation of the Employee or upon termination of this Agreement, whichever first occurs. Employee shall, however, at his or her own expense clean said tops and maintain them in good condition and repair.

ARTICLE IX

DUES AND OTHER PAYROLL DEDUCTIONS

A. AUTHORIZATION

The dues of any member of the Union may be checked off only upon the member's written request and the member may terminate the dues check-off at any time by giving thirty (3) days written notice to the Employer. Forms shall be furnished by the Local #1141. Such authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) day notice to the Employer and to the Treasurer of the Local #1141.

B. REGULAR DEDUCTIONS

Pursuant to the deduction authorization, the Employer shall deduct one-half (1/2) of the monthly dues from the regular salary check of the member once each pay period for twelve (12) months.

C. TRANSMISSION OF DUES

The Employer shall transmit to Local #1141 Treasurer the total monthly deduction for membership dues within ten (10) school days following each regular period.

D. OTHER PAYROLL DEDUCTIONS

Upon appropriate written authorization from the regular full-time Employee, the Employer shall deduct from the salary of said Employee and make appropriate remittance for annuities, credit union(s), U.S. Savings Bonds with a minimum of \$100 bonds, Wapello County United Way, AFSCME-PEOPLE program (all such deductions shall be in the amount of \$4.17 per pay period), insurance or any other plans or programs jointly approved by the Local #1141 and the Employer.

E. Except as otherwise stated herein, checks will be issued on the fifth (5th) and twentieth (20th) of each month. When these dates fall during a holiday or weekend, the check will be distributed the last working day preceding the holiday or weekend.

F. When the Employee wishes to discontinue any of these deductions, Employee must have a written request no later than ten (10) days prior to the fifth (5th) day of the month when the deduction is to stop.

G. The Union agrees to indemnify and hold the Board harmless against any and all claims, suits, orders or judgments brought or issued against the Board under the provisions of this Article.

ARTICLE X

INSURANCE

The goal of the Personal Insurance Program is to provide benefits to the Employees of the Ottumwa Community School District. This program is a "cafeteria plan." Each eligible Employee of the Ottumwa Community School District has the opportunity to design a personalized benefit program that best meets the needs of his/her family. All plan coverage levels shall be available to all members of the self-funded insurance group. The plan provides the flexibility for the Employees to accept or reject each individual benefit offered except for the basic \$25,000 term life insurance which all Employees must elect. However, Employees who become eligible for benefits on or after the 2002-2003 school year must also purchase at least a single health insurance plan, unless they can provide proof that they are covered by another employer's group health care plan.

The Personal Insurance Program provides the following benefits:

- ◆ Medical Insurance
- ◆ Dental Insurance
- ◆ Long-Term Disability Insurance
- ◆ Life Insurance
- ◆ Flexible Spending Accounts for
Health Care Expenses
Dependent Care

Each participant in the Personal Insurance Program is allocated a specific amount of money. The cost of the benefits are deducted from the Employer allocated specific amount of money. If the cost of the Employee selections is less than the allotted amount, the difference will be taken as a cash payment. If the cost of benefit selections is more than the allotted amount, the difference shall be deducted from the Employee's check each month.

It shall be the duty of the "Insurance Committee" to maintain, review, and design the insurance program offered to district Employees. The members of the "Insurance Committee" shall be members of the bargaining agents, and shall meet a minimum of once a month during the school year, or as often as needed. Representation on the "Insurance Committee" shall be proportional to the number of members in each bargaining unit.

Insurance fund "monies" collected by the district shall be kept in a special insurance fund account. Interest earned from the account will be credited back to the account.

In the event that the Ottumwa Community School District along with the representatives of all the collective bargaining units determine to end the self-funded insurance program:

- a. All health and dental claims accrued prior to the termination of the self-funded program shall be paid.

- b. Any remaining fund in the insurance account will be:
 - 1. Used to reduce premiums recommended by the new insurance carrier.
 - OR
 - 2. Rebated to existing self-funded insurance participants.

A. COVERAGES

The Employer shall make a monthly cafeteria contribution to each full-time Employee of five hundred thirty dollars (\$530.00) for the 2005-06, 2006-07, and 2007-08 school years. If the Employee elects to be covered by the Employer's group health plan, the Employer shall increase the monthly cafeteria contribution by an additional thirty dollars (\$30.00) per month (\$560.00) for 2006-07 and an additional sixty dollars (\$60.00) per month (\$590.00) for 2007-08.

B. LEAVE WITHOUT PAY

If permitted by the carrier or company providing coverage, the Employee may continue, at Employee's own expense, his or her insurance coverage or portion thereof elected hereunder during any extended leave under Article XV(C) or any leave under Article VII(H).

C. EARLY RETIREMENT - INDIVIDUAL HEALTH INSURANCE

To full-time Employees who qualify for the early retirement benefit, the District shall provide the Employee only health insurance coverage in the lowest premium cost plan under which the Employee has been covered during the previous three (3) years. If an Employee retires prior to September 1, 2005, he/she may elect to be covered by any plan under which he/she has been covered during the previous three (3) years. Staff retiring prior to September 1, 2007, may elect to be covered by the lowest premium plan under which the Employee has been covered since September, 2005. The Employer has the right to add or delete health plans. If a health plan is deleted, the Employee will be covered by the most comparable plan still offered. The Insurance Committee shall determine which plan is the most comparable when the Employee and the District do not agree. Such contribution shall continue until the retiree qualifies for Medicare, reaches age 65, or for the next three (3) years, whichever occurs first.

In order to qualify for the early retirement individual health insurance benefit, the retiring Employee shall submit his/her written resignation to the Employer no later than February 1 for resignations effective May 1 or after; have been employed with the District for ten (10) years; be at least 55 years of age; and have been covered by the District's group health plan for the three (3) years prior to retirement.

ARTICLE XI

PHYSICAL EXAMINATION

Each Employee at the beginning of service and at such regular intervals thereafter as may be prescribed by the Employer, the State Board of Public Instruction or the Iowa Code shall have a medical examination of the type and nature required and prescribed by the State Board of Public Instruction in Chapter 3, Section 3.4(14) of the Administrative Code of the State of Iowa, or any successor regulation thereof, and shall file with the Employer a written report from the person making said examination, said report to be on a form provided by the Employer certifying that such Employee has fitness to perform the tasks assigned him or her. Said examination shall also include a test for Tuberculosis. Current district health insurance provides for a physical at no expense to the Employee. In the event that an Employee is not covered by the district insurance coverage, and if a cost is incurred by the Employee, the district shall pay \$50 towards the cost of the physical. Any excess charge by Employee's physician shall be the sole responsibility of Employee.

ARTICLE XII

GRIEVANCE PROCEDURE

A. DEFINITION

1. Grievance: A grievance is an allegation by an Employee, a group of Employees, or the Union that there has been a violation, misinterpretation or misapplication of any provisions of this Agreement.

2. Grievant: A grievant is the initiator of the grievance and any party who joins with the initiator at any subsequent step of the procedure set forth below.

Grievants are limited to either an Employee, a group of Employees, or the Union, or any combination of the first two with the Union.

3. Party in Interest: A party in interest is any grievant, as defined above, and the District.

4. Designated Representative: A designated representative is any person designated by any party in interest to act for, or in conjunction with, any party in interest.

B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible step, equitable solutions to the problems arising from a violation, misinterpretation, or misapplication of any provision of this agreement. Both parties agree that these proceedings will be as informal and confidential as may be appropriate at any step of the procedure.

C. TIME LIMITS

The number of days indicated at each step should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

D. PROCEDURE

Step One: The Employee, with or without the Union representative, at the Employee's option, shall discuss the grievance with his/her manager within ten (10) days after the occurrence, with the object of resolving the matter informally.

Step Two: Food Service Director

- a. If the Employee is not satisfied with the response in Step One, the aggrieved Employee may invoke the formal grievance procedure through the AFSCME/Iowa Council 61 Grievance form set forth in Addendum B. The grievance form shall be available from the Union representative in each building and the form shall be signed by the Grievant.
- b. A copy of the grievance form shall be delivered to the Director of Food Service within ten (10) days from the time of the Step One meeting.
- c. The Director of Food Services shall indicate his/her disposition of the grievance in writing within three (3) school days of the presentation of the formal grievance and shall furnish a copy thereof to the individual grievant and Local #1141.
- d. If the Grievant is not satisfied with the disposition of the grievance, the grievance may be transmitted to Step Three by delivering a copy of the formal grievance and disposition to the Superintendent within five (5) days after the date of delivery of the disposition.

Step Three:

- a. The Superintendent or his/her designee shall meet with the aggrieved person and the Union representative within three (3) days of receipt of the grievance. Within five (5) days of receipt of the grievance the Superintendent or his/her designee shall indicate the disposition in writing and shall furnish a copy thereof to the aggrieved Employee and the Union representative.
- b. If the aggrieved person is not satisfied with the disposition of the grievance by the Superintendent or his/her designee or if no disposition has been made within five (5) days of receipt of said grievance, the aggrieved Employee may transmit the grievance to Step Four by submitting written notice of arbitration to the Superintendent. This request for movement to Step Four shall be made within thirty (30) days of the disposition by the Superintendent.

Step Four:

- a. Within ten (10) days after written notice to the Employer for submission to arbitration, the Employer and the Local #1141 shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within five (5) days, a written request for a list of arbitrators shall be made to the Public Employment Relations Board by either party. The list shall CONSIST OF FIVE (5) arbitrators and the parties shall determine by lot which party shall have the right to remove the first name and shall do so within two (2) days. Immediately thereafter the parties shall each alternately strike names from the list until just one name remains, who shall be the arbitrator and the parties immediately notify the Public Employment Relations Board of their selection.

b. The Arbitrator so selected shall confer with the representative of the Employer and Local #1141 and hold hearings promptly and shall issue his decision not later than thirty (30) days from the date of the close of the hearings, or, if oral hearing has been waived, then from the date the final statements and proofs on the issues are submitted to him, the arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be submitted to the Employer and Local #1141 and shall be final and binding on the parties.

c. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Employer and Local #1141. Any other expenses incurred shall be paid by the party incurring the same. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record.

E. MISCELLANEOUS

1. Nothing in this Article shall in any way limit or prohibit the right of an individual Employee in the bargaining unit to meet with any manager, the Food Services Director, Superintendent, or other designated representatives of the District to adjust individual complaints, provided such adjustment does not violate the terms of this Agreement.

2. When it is necessary for an aggrieved person or a Local #1141 representative to be present at a meeting with the Superintendent at step three or at a hearing before an arbitrator at step four of the grievance procedure during the work day, said aggrieved person and representative shall be released without loss of compensation.

3. All meetings and hearings under this procedure shall be conducted in private in the presence of the parties in interest, the parties in interest designated representatives and witnesses of the parties in interest.

4. All documents, communication and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

5. Any reference in this Article to "days" pertaining to time limitations shall not include Saturday, Sunday or scheduled holidays.

6. Copies of correspondence relating to bids, grievances, or discipline, which the Employer sends to the Employee, shall also be sent to the President of Local #1141.

ARTICLE XIII

SENIORITY

A. Seniority is herein defined as length of service with the Employer from last date of hire. New Employees shall acquire seniority after ninety (90) calendar days of employment. After expiration of such probationary period, seniority shall date from the last hiring date. Seniority shall operate on a system-wise basis -- all regularly employed personnel to appear on one seniority list.

B. In September the Employer shall furnish to each Employee and to the Union a seniority list showing job classifications and the continuous service of each Employee.

C. An Employee's seniority record shall be broken by voluntary resignation, discharge and retirement.

ARTICLE XIV

RIGHTS OF THE PARTIES

A. USE OF FACILITIES

The Union shall have the right to make use of school buildings and facilities of the Employer outside the in-school work day provided such meetings in no way interfere with use by the Employer or any previously scheduled use by any other organization. Any expenses to the Employer resulting from such meeting will be borne by the Local #1141. As appropriate, such meeting will be scheduled with the Superintendent's office or principal's office.

B. COMMUNICATIONS

The Local #1141 shall have the right to use faculty mailboxes for announcements relating to the conduct of Local #1141 business on behalf of members of the Local #1141 subject, however, to prior approval of the same by the Superintendent or designee. Distribution procedures are to be mutually agreed upon by Local #1141 and the Superintendent or designee.

C. LEAVE OF ABSENCE

If a member of the Local #1141 becomes a full-time state or national officer of Local #1141, Employee shall be granted, upon request, an unpaid leave of absence for not to exceed one year and shall receive credit toward annual salary increments. The Employer shall allow such Employee to remain part of the retirement system and to make regular contributions.

D. EVALUATIONS

Evaluations shall be fair and just.

E. BOARD RIGHTS

Public employers shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty, and the right to:

1. Direct the work of its public employees.
2. Hire, promote, demote, transfer, assign and retain public employees in positions within the public agency.
3. Suspend or discharge public employees for proper cause.
4. Maintain the efficiency of governmental operations.
5. Relieve public employees from duties because of lack of work or for other legitimate reasons.

6. Determine and implement methods, means, assignments and personnel by which the public employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the public employer.
8. Initiate, prepare, certify and administer its budget.
9. Exercise all powers and duties granted to the public employer by law.

F. EXERCISE OF BOARD RIGHTS

It is recognized that the Board normally exercises most of its responsibilities and rights through the Superintendent and/or other members of the administrative staff. The exercise of the foregoing rights and responsibilities shall not be in conflict with the specific and express terms of this Agreement.

ARTICLE XV

TRANSFER, PROMOTION AND DEMOTION PROCEDURES

A. Transfer shall mean movement of any Employee to another assignment and/or position, excluding supervisory positions. Promotion shall mean the assignment of an Employee to a higher paying position, excluding supervisory positions. Demotion shall mean assignment of an Employee to a lower classification. Demotions may be made for inefficiency, inability to perform satisfactorily the present work or to avoid laying off Employees.

B. When openings within job categories occur, or new jobs are created, notice of such openings will be given to each Employee and to the Union. During the subsequent two working days, Employees may apply for those openings by filing a written statement with the Superintendent or designee, who, unless otherwise stated, shall be the Office of Human Resources. All openings shall be listed as two or more jobs if they can be so split.

C. The Employer, whose responsibility it is to assign and direct work, shall be the sole judge of applicant's qualifications for the position and will consider physical and educational requirements and experience. When two or more applicants have relatively equal qualifications, the Employee applicant with the greatest seniority will be given priority.

D. The Employer shall have the right to hire and assign Employees to any position. Should no present Employee bid for a job opening or should Employee applicants not be qualified, the Employer may hire and assign from outside the present Employees. However, present Employees, following the application procedure above, shall have first opportunity for promotional transfers.

E. When an Employee is placed on a new job, the Employer has ten (10) working days to determine whether or not the Employee has qualified for the new position. If the Employer determines that the Employee has not qualified for the new position or if the Employee determines that he/she wishes to return to his/her prior position, he/she may return to his/her prior position. By mutual agreement, the ten (10) days may be extended. However, in this event, if the Employer determines that the Employee has not qualified for the new position, the Employer may assign the Employee to another job of comparable hours and pay.

F. All Employees filling jobs on a temporary basis paying lower than their regular rate shall be paid their regular rate of pay. All Employees filling jobs on a temporary basis paying higher than their rate shall be paid the higher rate of pay.

G. Cashiers and food service employees may, and by seniority, accept or decline work as a food service driver in the event of an absence and, provided, that the employee shall have indicated a desire to accept a call to substitute in the event of an absence of the driver and, further provided, that the driver's absence is known to the district 24 hours in advance. Additionally, employees may bid for vacancies in the driver's position in accordance with Article XV.

H. Any time that an Employee is filling hours that are not contracted hours of that Employee for a period of one month, those hours shall be posted for bid within thirty (30) days. The only exceptions would be if the Employee whose hours are being filled by another Employee is absent on sick leave, long-term illness, or workman's compensation.

ARTICLE XVI

EMPLOYEE REDUCTION PROCEDURES

The Employer for any reason may determine that it is necessary to reduce the number of Employees. If Employees must be laid off, the Employer shall determine which Employees are to be retained according to the following procedure:

Whenever a layoff occurs, temporary, probationary and intermittent Employees in the job classification shall be laid off first.

When the working force is to be further reduced, any Employee whose position is eliminated may use his/her seniority to bump any Employee less senior than the affected Employee, providing that he/she is qualified to perform the job. The term position shall refer to all hours worked by that Employee. The Employer has ten (10) working days to determine whether or not the Employee has qualified for the new position. By mutual agreement, the ten (10) days may be extended. If the Employer determines that the Employee has not qualified for the new position, the Employer may assign the Employee to another job of comparable hours and pay.

If openings occur within one year of the layoff, Employees will be re-employed in the inverse order of the layoff. If an Employee fails to return to work within seven (7) calendar days after being notified or recalled, they shall lose their seniority and status as an Employee.

No new Employees shall be hired if there is a qualified Employee on layoff status, until said qualified Employee on layoff status has been offered an opportunity to come back to work.

The Employer shall be the final judge of whether an Employee is qualified to do the work.

ARTICLE XVII

COMPLIANCE CLAUSES AND DURATION

A. REQUEST FOR MEETING

The Employer and the Union shall meet for the purpose of negotiating and seeking agreement upon request from the Union for a negotiation meeting, which shall be made in writing to the President of the Board of Education or designated representative. Requests from the Employer shall be made in writing to the President of the Union or designated representative.

Within five (5) days of the date of the request, a mutually convenient time and place for a meeting shall be established. The meeting shall take place no later than ten (10) days following the date of the request. Additional meetings shall be agreed upon by the negotiation representatives as may be necessary to complete an agreement.

B. SEPARABILITY

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.

C. PRINTING AGREEMENT

Copies of this Agreement shall be printed at the expense of the Employer within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all Employees now employed, hereafter employed or considered for employment by the Board and the Union shall be provided with ten (10) additional copies.

D. NOTICES

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

1. If by Union, to Board of Education Office at 422 McCarroll, Ottumwa, Iowa
2. If by Board, to President, Local #1141, by school mail or U.S. mail to President's home address on file in Human Resources Department.

E. DURATION PERIOD

This Agreement shall become effective July 1, 2005, and shall continue in effect until June 30, 2008.

This Agreement shall automatically continue in full force and effect for equivalent periods, except as may be amended, modified or substituted by a subsequent written agreement.

F. SIGNATURE CLAUSE

In Witness Whereof the parties hereto have caused this Agreement to be modified in respect to Addendum A and Article X and therefore to be signed by their respective Presidents, attested by their respective Chief Negotiators, and their signatures placed thereon, all on this 14th day of February, 2005.

LOCAL #1141, American Federation
of State, County and Municipal
Employees, AFL-CIO

OTTUMWA BOARD OF EDUCATION

By Teressa M. Schmitz
Its President

Mark Zell
Its President

By Steve Siegel
Chief Negotiator

Don Shul
Chief Negotiator

Addendum "A"

FOOD SERVICE EMPLOYEES
OTTUMWA COMMUNITY SCHOOL DISTRICT

Line	I Cashiers & Food Service Employees	II Food Service Drivers
<hr/> Schedule beginning July 1, 2005:		
1	9.21	10.84
2	9.40	11.04
3	9.48	11.28
4	9.57	11.51
5	9.64	11.71
6	9.72	11.94
7	9.80	12.18
8	9.90	12.38
9	9.97	

Wages and benefits shall increase by the District's new money percentage for the 2006-2007 and 2007-2008 school years, but not less than 3.0% nor more than 5.0%.

ADDENDUM "B"



AFSCME COUNCIL 61 GRIEVANCE FORM

AFSCME LOCAL
CONTRACT
GRIEVANCE NUMBER

NAME OF EMPLOYEE (GRIEVANT)	SOC. SEC. NO. (processing delayed if not filled in)	CLASSIFICATION
HOME ADDRESS	CITY, STATE & ZIP	HOME PHONE NUMBER ()
WORK LOCATION	IMMEDIATE SUPERVISOR	

STATEMENT OF GRIEVANCE

CONTRACT VIOLATION	
ARTICLE	SECTION

STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE.

ADJUSTMENT REQUIRED:

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE	UNION STEWARD'S SIGNATURE	STEWARDS SOC. SEC. NO. (processing delayed if not filled in)
(STEWARD) HOME ADDRESS	CITY, STATE & ZIP	(STEWARD) HOME PHONE NUMBER ()	

1st STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
---------------------------------------	---------------	---------------

DISPOSITION OF GRIEVANCE

2nd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
---------------------------------------	---------------	---------------

DISPOSITION OF GRIEVANCE

3rd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
---------------------------------------	---------------	---------------

DISPOSITION OF GRIEVANCE

MANAGEMENT'S COPY (Traveling Copy)

Addendum "C"

AMERICAN FEDERATION OF STATE AND COUNTY AND MUNICIPAL EMPLOYEES

AFL-CIO

AUTHORIZATION FOR PAYROLL DEDUCTION

By _____
(Please print) Last Name First Name Middle Name

To _____

Effective _____ I hereby request and
authorize you to deduct from my earnings each _____
Payroll Period

an amount sufficient to provide for the regular payment of the current rate of monthly
union dues established by AFSCME Local Union No. _____, Council No.

_____. The amount shall be certified by Local Union No. _____,
Council No. _____ and any change in such amount shall be so certified.

The amount deducted shall be paid to the treasurer of Local Union No. _____,
Council No. _____ AFSCME. This authorization shall remain in
effect unless terminated by me during the two week period _____ to _____
of any year.

Employee's Signature

Street Address

City and State